

**EPIC HOSTING, LLC
AMENDMENT TO HOSTING SERVICES AGREEMENT**

This Amendment to Hosting Services Agreement (the “Amendment” or “Renewal Amendment”) is entered into by and between Epic Hosting, LLC (“Epic”) and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of Nevada Revised Statutes and having its principal place of business at 1800 W. Charleston Blvd., Las Vegas, Nevada 89102 (“You”).

BACKGROUND

Epic and You entered into a Hosting Services Agreement dated May 3, 2016 (the “Agreement”). In anticipation of the expiration of the Initial Term, Epic and You would like to amend the Agreement to set forth the amended terms and conditions on which the parties agree to extend the Term of the Agreement.

AMENDMENT


In consideration of the mutual covenants set forth below and in the Agreement, Epic and You agree as follows:

All capitalized terms used in this Renewal Amendment and not defined in this Renewal Amendment but defined in the Agreement will have the meanings assigned to such terms in the Agreement.

1. **Definitions.** Capitalized terms used and not defined in this Renewal Amendment have the meanings assigned in the Agreement. The definitions included in this Renewal Amendment, including Appendix A-1, are added to the Agreement. If definitions are provided in this Renewal Amendment, including Appendix A-1, for terms that were previously defined in the Agreement, the definitions in this Renewal Amendment replace the corresponding definitions in the Agreement.
2. **Renewal Terms; Termination.** The Term of the Agreement is extended by the Initial Renewal Term, subject to the terms of the Agreement (including as amended by this Renewal Amendment). Exhibit 1-1 sets forth the Hosting Services fees as of May 6, 2021, and related pricing terms for the Initial Renewal Term and replaces and becomes the new Exhibit 1 to the Agreement as of the Renewal Amendment Effective Date. Notwithstanding anything to the contrary in Subsection 4(a) of the Agreement, no subsequent Renewal Term will be effective unless agreed upon before the expiration of the then-current Renewal Term in either an amendment to the Agreement or an Epic-prepared order form signed by You, in either case that includes Epic’s then-standard renewal terms.



Any termination of Your participation in the Maintenance Program (as that term is defined in the Epic License) under the Epic License also will terminate the Agreement pursuant to its Subsection 4(b).

3. **Changes to Service Specifications.** The phrase “during the Initial Renewal Term” is inserted after “Services Specifications” and before “that” in the second sentence of Subsection 3(b).
4. 
5. **Termination for Cause.** The phrase “or the Maintenance Program under the Epic License” is added after the phrase “Termination of the Epic License” in the last sentence of Subsection 4(b) of the Agreement.
6. **Fees.** You agree to pay fees for Hosting Services and Professional Services as set forth in the Agreement and this Renewal Amendment. The initial Hosting Services fees for the Initial Renewal Term are set forth on Exhibit 1-1 and are payable monthly in advance. Hosting Services fees are subject to annual increases after the first twelve (12) months following the Effective Date and to other increases in accordance with the Agreement (including Exhibit 1-1). The Professional Services fees for Epic’s administration of the Hosting Services as described in Exhibit 2-1 and Epic’s technical support services described as included in Exhibit 5-1 are included in the fees for the Hosting Services in Exhibit 1-1. Fees for other

Professional Services (including any services Epic may perform with respect to Non-Hosting Errors) are chargeable separately at Epic's then-standard rates. Epic's current standard rates for Professional Services are listed on Exhibit 4.

7. **Limitations.** The phrase "ANY OF YOUR USERS' ACTS OR OMISSIONS (INCLUDING VIOLATIONS OF THE ACCEPTABLE USE GUIDELINES IN EXHIBIT 5," is added after the phrase "THE HOSTING SERVICES THAT ARISE FROM" IN THE FOURTH SENTENCE OF Subsection 7(c) of the Agreement.

8. **Limitations of Liability.**

- a. Subsection 8(a) of the Agreement is deleted and replaced with the following:

a. **DISCLAIMER; CAP.** THE TERMS IN THIS SECTION APPLY WHETHER THE LIABILITY ARISES OUT OF OR RELATES TO THE SERVICES OR OTHERWISE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY UNDER THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, ENHANCED, CONSEQUENTIAL OR INDIRECT DAMAGES, OR LOSS OF BUSINESS, PROFIT OR REVENUE (OTHER THAN AMOUNTS OWED FOR THE SERVICES), ANTICIPATED SAVINGS, GOODWILL, OR REPUTATION, EVEN IF THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR THEY OTHERWISE WERE FORESEEABLE.

EPIC'S TOTAL LIABILITY WILL NOT EXCEED, IN THE AGGREGATE FOR ALL CLAIMS ARISING OUT OF OR RELATED TO ANY BREACHES OF YOUR UNSECURED PROTECTED HEALTH INFORMATION (AS DEFINED IN 45 C.F.R. SUBPART D) THAT ARISE, OCCUR, OR COMMENCE DURING A SECURITY DEFAULT PERIOD, THE FEES PAID BY YOU TO EPIC FOR THE SERVICES UNDER THIS AGREEMENT IN THE THREE (3) MONTHS PRECEDING THE DATE THE LAST SUCH CLAIM WAS FILED. MOREOVER, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S TOTAL LIABILITY EXCEED, IN THE AGGREGATE FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE FEES PAID BY YOU TO EPIC FOR THE SERVICES UNDER THIS AGREEMENT IN THE EIGHTEEN (18) MONTHS PRECEDING THE DATE THE LAST SUCH CLAIM WAS FILED. THE LIMITATIONS SET FORTH IN THIS SUBSECTION WILL NOT APPLY TO: (I) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SUBSECTIONS 10(A) AND 10(B) OF THIS AGREEMENT, AND (II) YOUR OBLIGATIONS FOR ALL FEES PAYABLE IN ACCORDANCE WITH THIS AGREEMENT (INCLUDING FEES THAT EPIC MAY CHARGE PURSUANT TO THIS AGREEMENT FOR USE OF THE SERVICES BEYOND ANY RESTRICTIONS OR LIMITATIONS SET FORTH IN THIS AGREEMENT).

9. **Subcontracting and Assignment.** Section 9(a) of the Agreement is deleted and replaced with the following:

- a. **Subcontracting.** Epic has subcontracted and may subcontract any services to be performed under this Agreement to Epic Parent or any of its Owned Entities at any time. Epic also has subcontracted and may subcontract such services to a third party provider of products or services (e.g., public cloud or other infrastructure as a service providers, software licensors like Microsoft or an application presentation tier provider, infrastructure, hardware or storage providers, security monitoring services, and telecommunications companies) at any time. Epic will be responsible to You for the work performed by the subcontractor to the same extent that Epic would be if it were Epic's own work. All other provisions of this Agreement will apply to the services provided by a subcontractor in the same manner and to the same extent as if the services were performed by Epic hereunder. As between You and Epic, any source code, object code, and associated documentation provided to You by the subcontractor pursuant to this Agreement will be owned by Epic and subject to all applicable confidentiality and use restrictions as if such code or documentation had been provided by Epic. Epic may provide the subcontractor with a copy of those sections of this Agreement with which the subcontractor must comply. If the subcontractor needs access to Your Hosting Confidential Information to perform the subcontracted services, then Epic may provide such access if the subcontractor agrees in writing to comply with the same or similar restrictions that apply to Epic under this Agreement with respect to such information. In addition, You agree that Epic Parent may disclose Your Confidential Information (as such term is defined in the Epic

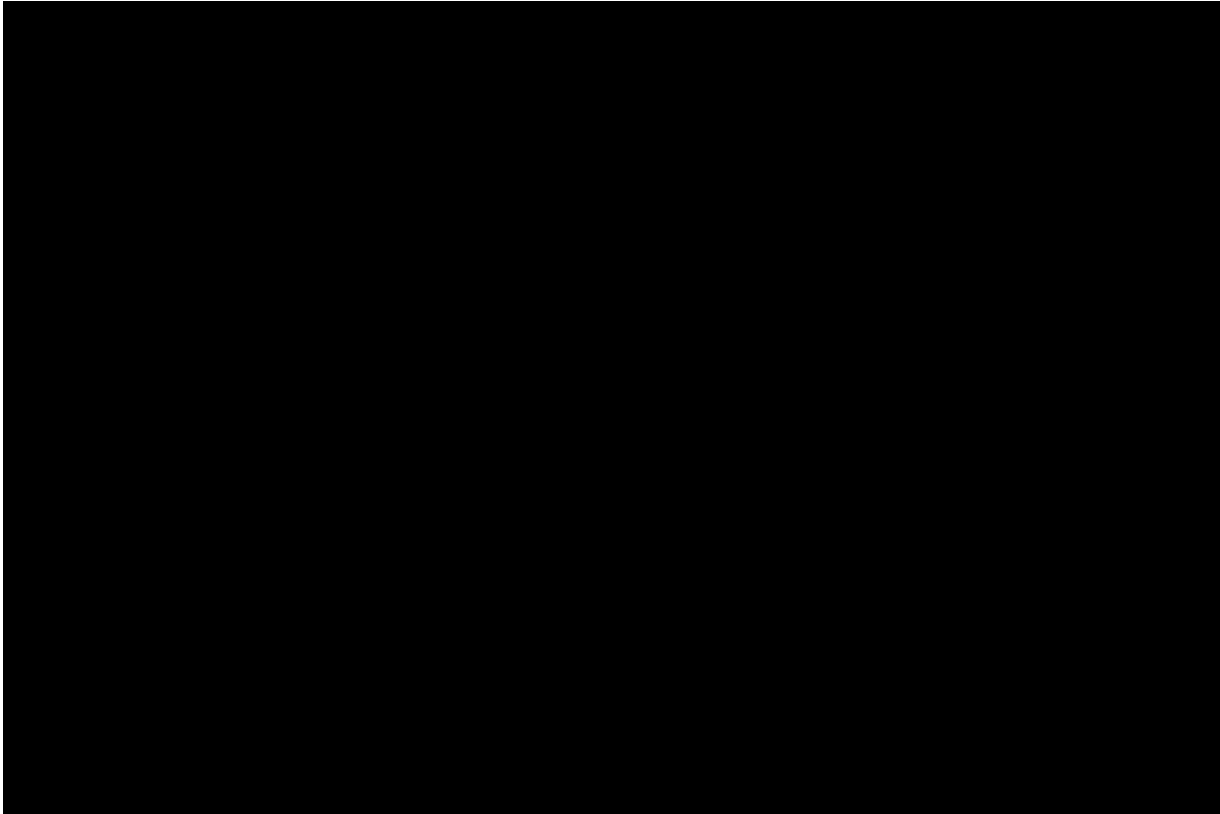
License) to Epic in connection with Epic Parent's or Epic's performance of obligations or exercise of rights under an agreement with You.

In addition, the first sentence of Section 9(c) of the Agreement is deleted and replaced with the following:

You may assign this entire Agreement either to any Owned Entity or pursuant to a complete assignment in conjunction with the transfer by sale of substantially all of Your assets to a successor organization if the Owned Entity or successor organization is a hospital or physician organization that accepts in writing an assignment of this Agreement, agrees to be bound by all of its terms, and is not an Epic competitor.

Any purported assignment, transfer, sublicense or timeshare by You or on Your behalf (including by operation of law or otherwise) of Your right to use the Hosting Services or the Agreement that is not in accordance with Section 9(c) of the Agreement (as amended) is null and void.

- 11. Indemnifications.** The parties agree that Your indemnification obligations under Section 10(b) of the Agreement apply with respect to any Claim of the type covered by such Section 10(b) that is brought against Epic or any other Epic Indemnitee, even if the applicable Claim is caused by Epic Indemnitee negligence. In addition, the follow paragraph is added as a new Section 10(c) to the Agreement.



- 12. Relationship to License Agreement.** Section 15(c) of the Agreement is deleted and replaced with the following:

- c. **Relationship to Epic License; Third Party Beneficiaries.** The Hosting Services are being provided under this Agreement to host the Program Property licensed to You by Epic Parent under the Epic License. Except as provided in this Section, nothing in this Agreement is intended to modify any of the rights, obligations, agreements or undertakings contained within the Epic License nor modify any of the limitations contained therein. The provision of Services under this Agreement is governed exclusively by the Agreement and not the Epic License, even if the Services are performed by Epic Parent. Any breach under this Agreement by either party, and all liability of Epic, Epic Parent, and You arising out of or relating to unauthorized use or disclosure of Your Hosting Confidential Information or Epic Hosting Confidential Information, will be governed exclusively by this Agreement and not any otherwise applicable terms of the Epic License. Epic is responsible for any such liability of Epic Parent and Epic Parent is a third party beneficiary of the provisions of this Section. Except as provided in the preceding sentence, this Agreement does not create any third party beneficiary.

- 13. Other Exhibits.** The attached Exhibits 2-1, 5-1, and 6-1 replace and become the new Exhibits 2, 5, and 6 to the Agreement, respectively. In addition, the attached Exhibits 10 and 11 are added as Exhibits 10 and 11 to the Agreement, respectively.
- 14. Miscellaneous.** State, federal, and local taxes, including sales tax, are expenses You may incur in connection with the Hosting Services and such fees should be added, if applicable, to any amounts specified by Epic. Hosting Services fees are subject to increases as provided in Exhibit 1 to the Agreement (including as amended by this Renewal Amendment). Except as otherwise expressly provided in this Renewal Amendment, all terms and conditions previously set forth in the Agreement will remain in effect as set forth in the Agreement, and any fees payable pursuant to this Renewal Amendment are in addition to all other fees payable under the Agreement. In the event that this Renewal Amendment and the Agreement are inconsistent, the terms and provisions of this Renewal Amendment will supersede the terms and provisions of the Agreement, but only to the extent necessary to satisfy the purposes of this Renewal Amendment. Upon the parties' signatures below, this Renewal Amendment will be effective as of the Renewal Amendment Effective Date.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

EPIC HOSTING, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

The terms offered by this Renewal Amendment will expire if You have not returned an executed copy to Epic within 90 days of May 6, 2021.

APPENDIX A-1

ADDED AND AMENDED DEFINITIONS

2. “Force Majeure Event” means circumstances beyond the reasonable control of You or Epic including acts of God, fire, acts of a common enemy, war, actual or threatened terrorism, third party criminal acts, civil disturbance, embargo, any law or governmental regulations, labor dispute or network outages.
3. “Initial Renewal Term” means the period beginning April 11, 2022 and ending sixty (60) months after such date, unless the Agreement is terminated earlier as provided in Section 4 of the Agreement or as expressly provided elsewhere in the Agreement, in which case the Initial Renewal Term will end on the effective date of such termination.
4. “M Operating Environment” means the M operating environment software as initially identified either on Exhibit 1 to the Epic License or on Exhibit 1 to this Agreement if Exhibit 1 expressly provides that the M operating environment software is included in the Hosting Services, or such other operating environment software that Epic may specify from time to time.
5. “Order Form” means: (a) Exhibit 1; or (b) a copy of the form attached to the Agreement as Exhibit 3 (or a then current version of that document provided to You by Epic) ordering certain additional Hosting Services under this Agreement, which has been signed by both parties.
6. “Production Environment” means the primary production M Operating Environment database containing the live production version of Your Data and the corresponding servers and other equipment provided as part of the Hosting Services (as further described in this Agreement), hosted by Epic, and necessary to deliver the Hosting Services to You. The Production Environment does not include any other additional environments that may be hosted by Epic as part of the Hosting Services, including, test, development, training, reporting, or MyChart nor does it include any corresponding databases, servers or equipment associated with such environments.
7. “Renewal Amendment Effective Date” means the first day of the Initial Renewal Term.
8. “Renewal Term” means any additional term for which the Agreement is renewed by mutual agreement of the parties, in accordance with Section 2 of the Renewal Amendment, following the Initial Term.
9. “Security Default Period” means the applicable period of time where any of the following has occurred: (A) any period in which You are not in compliance with one or more of Your Security Obligations; (B) any period for which You indicate in Your self-evaluation that You were not in compliance with one or more of Your Security Obligations; (C) any calendar quarter for which You fail to submit a self-evaluation of Your compliance with Your Security Obligations in accordance with Subsection 10(c); and (D) any calendar quarter for which Your submit an incomplete, false, or otherwise inaccurate self-evaluation of Your compliance with Your Security Obligations.
10. “Security Obligations” means (i) with respect to You, the Security Guidelines (as defined in Exhibit 5 and including all requirements of Exhibit 11), and (ii) with respect to Epic, the requirements of Exhibit 10, in each of cases (i) and (ii) as such guidelines and requirements may be updated by Epic from time to time.
11. “Your Hosting Confidential Information” means, except as provided below, all Your Data stored using the Program Property hosted by Epic as part of the Hosting Services, Your Protected Health Information (as defined in Exhibit 8), Your confidential information concerning Your business strategies, and Your confidential financial information. “Your Hosting Confidential Information” excludes, without limitation, any information that (a) is now or subsequently becomes generally available to the public through no fault or breach on the part of Epic, (b) is rightfully known by Epic

on a non-confidential basis at the time of the first receipt of such information from You or applicable access provided by You; (c) is independently developed by Epic without the use of any otherwise Your Hosting Confidential Information; (d) is rightfully obtained by Epic from a third party which has the right at such time to transfer and disclose it on a non-confidential basis; (e) relates to the identity of Program Property or other third party software that You are using with the Hosting Services, the types and configuration of hardware or operating systems on which the Program Property or Hosting Services is operated, the identity of any software or hardware systems with which the Program Property interfaces for You, or any customization relating to the Hosting Services; or (f) an Epic Owned Entity has expressly agreed with You to host as part of a specific product offering (e.g., Cosmos).

EXHIBIT 1-1
Hosting Pricing Terms

By entering into the Renewal Amendment, You are agreeing to pay for the Hosting Services in accordance with the terms set forth in the Agreement, including as amended by the provisions set forth below in this Exhibit 1-1.

1. Hosting Services Fees.

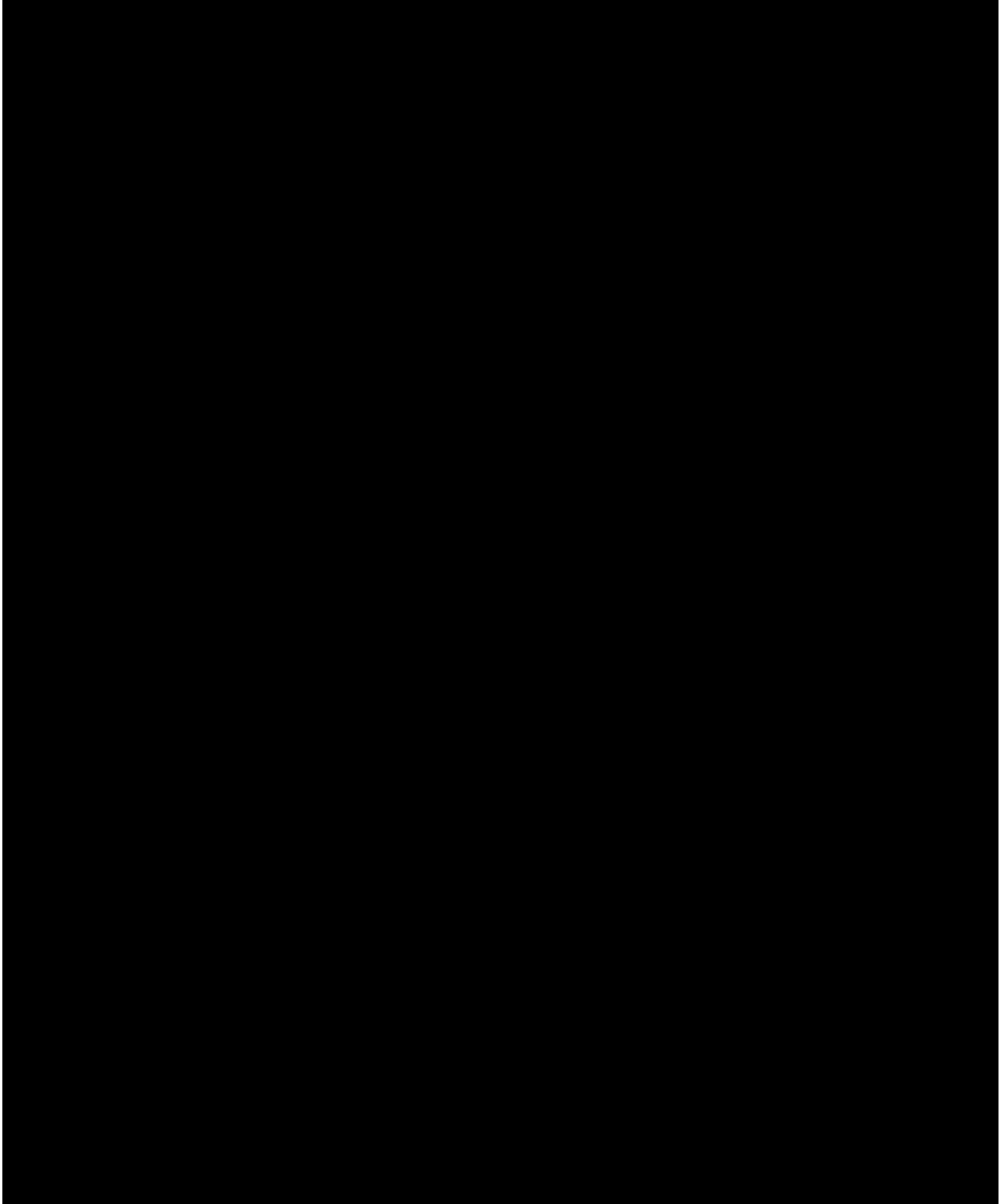
- a. An initial base fee for Hosting Services of \$92,430 per month begins on the [REDACTED]

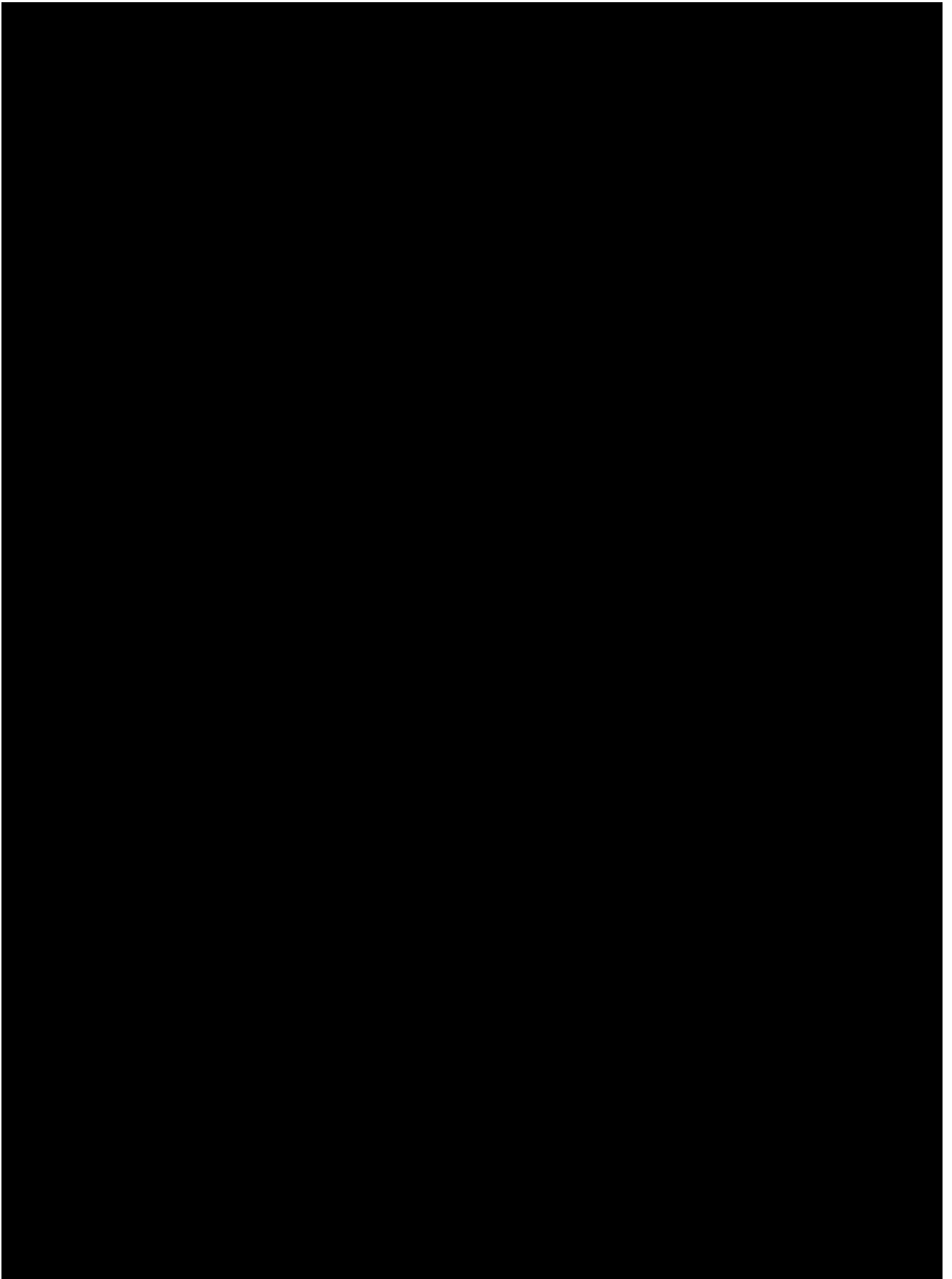
- b. In addition to the base fee for Hosting Services, a [REDACTED] connection fee for Hosting Services also applies

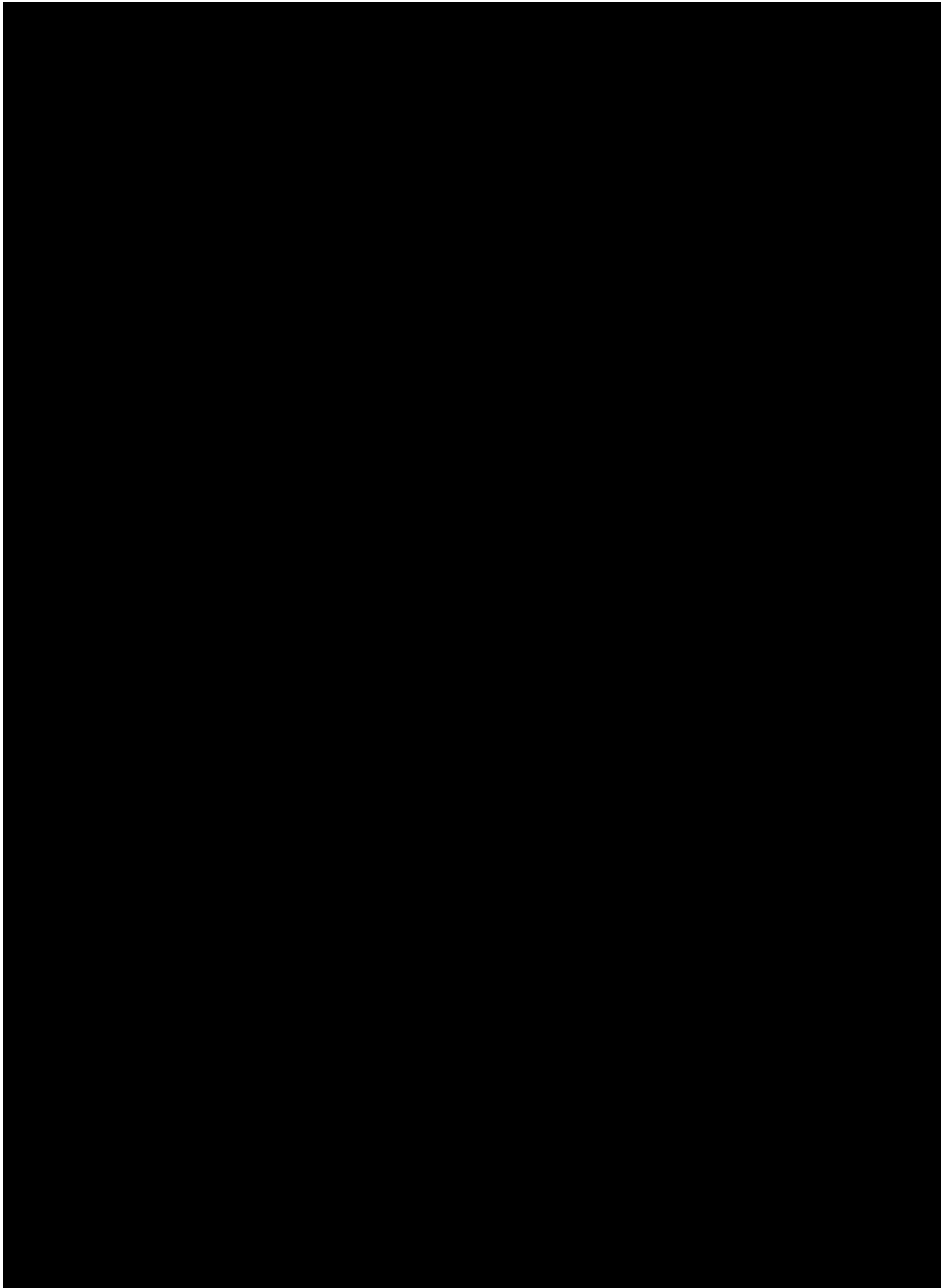
- c. The Hosting Services fees are payable monthly in advance and are subject to annual increases after the first twelve (12) months following the Renewal Amendment Effective Date and to other increases in accordance with the Agreement (including this Exhibit 1-1).

2. Assumptions.

- a. The Hosting Services fees are for Epic's base hosting offering for the Hosting Services as described in the Service Specifications as of May 6, 2021.







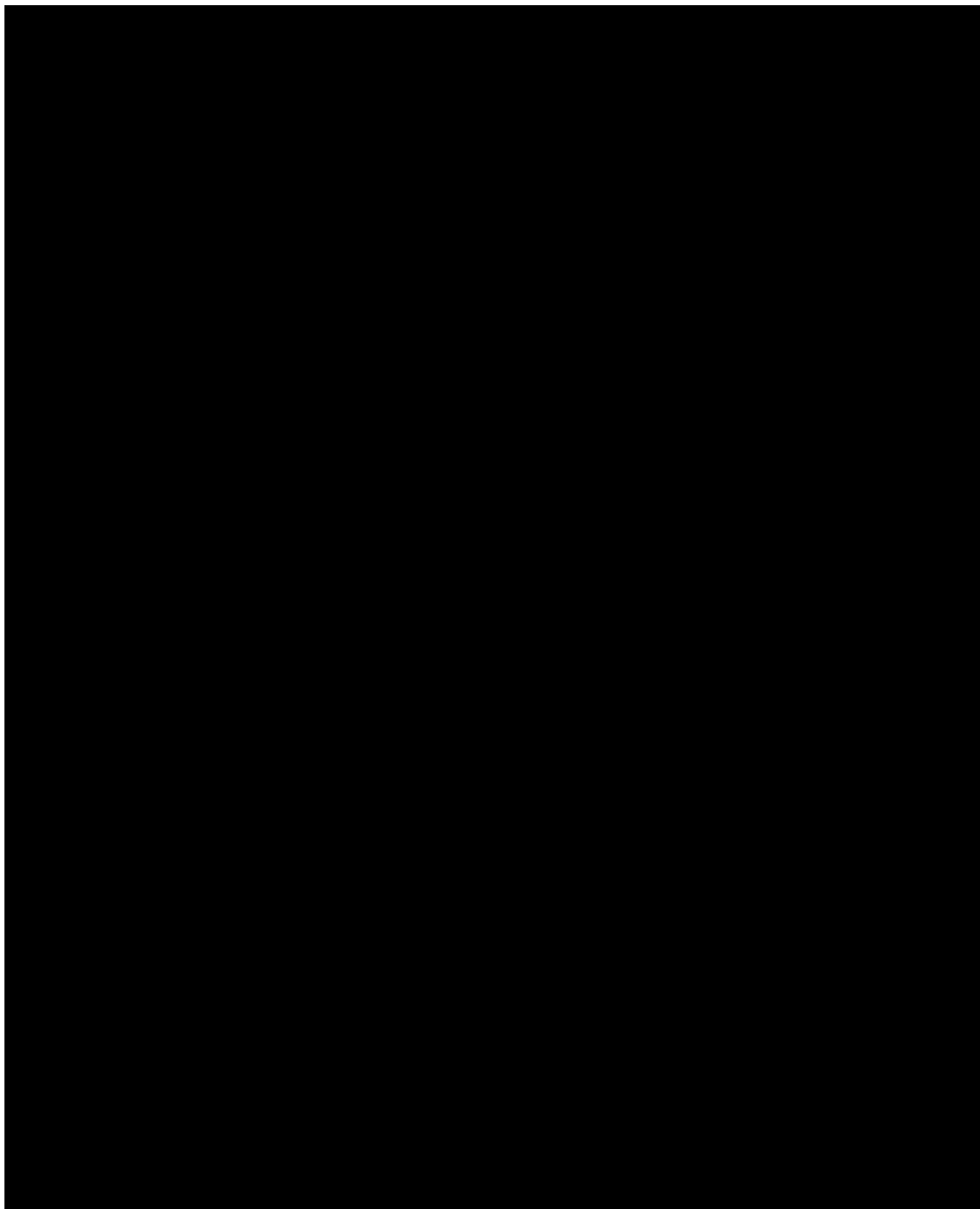
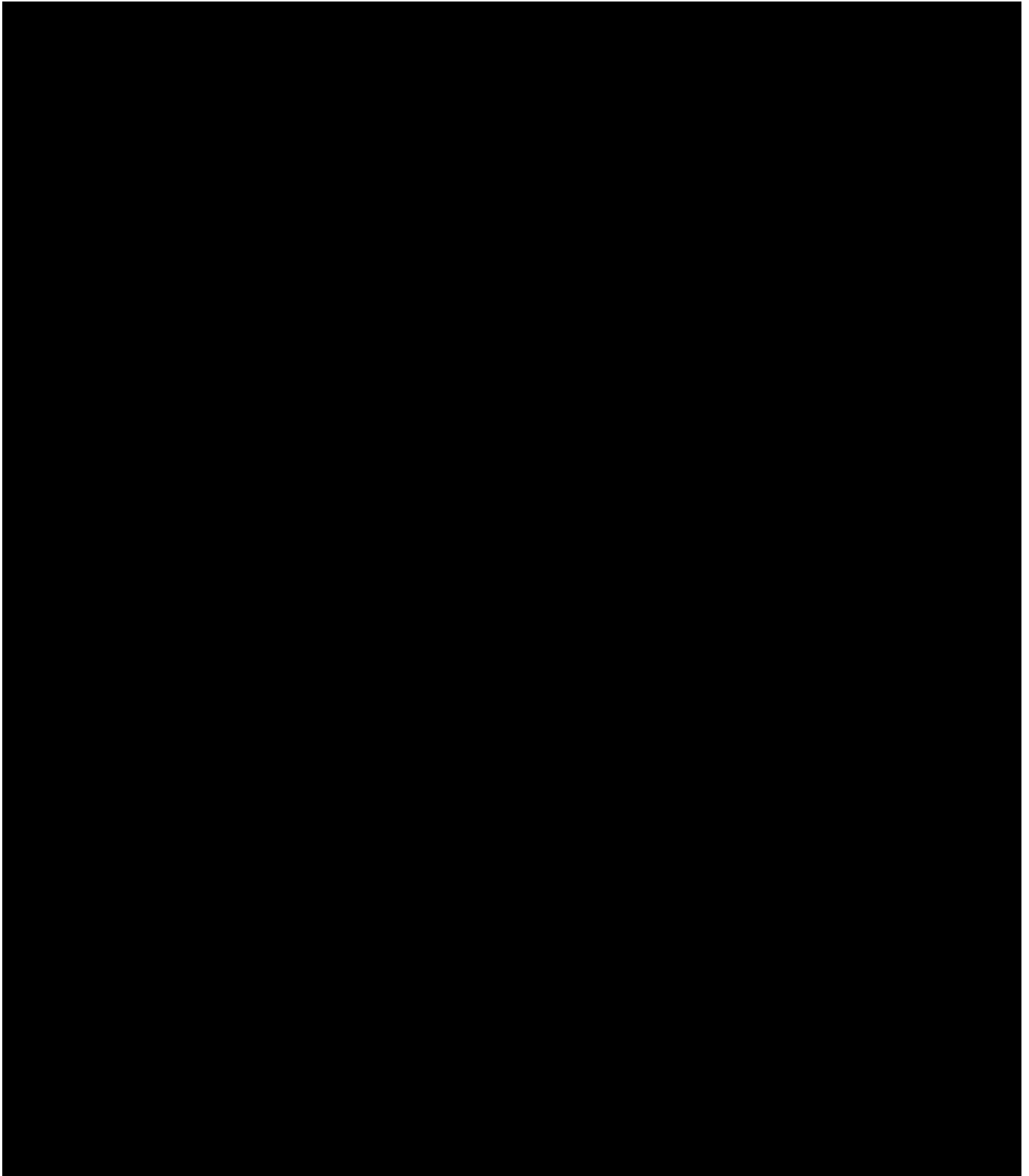
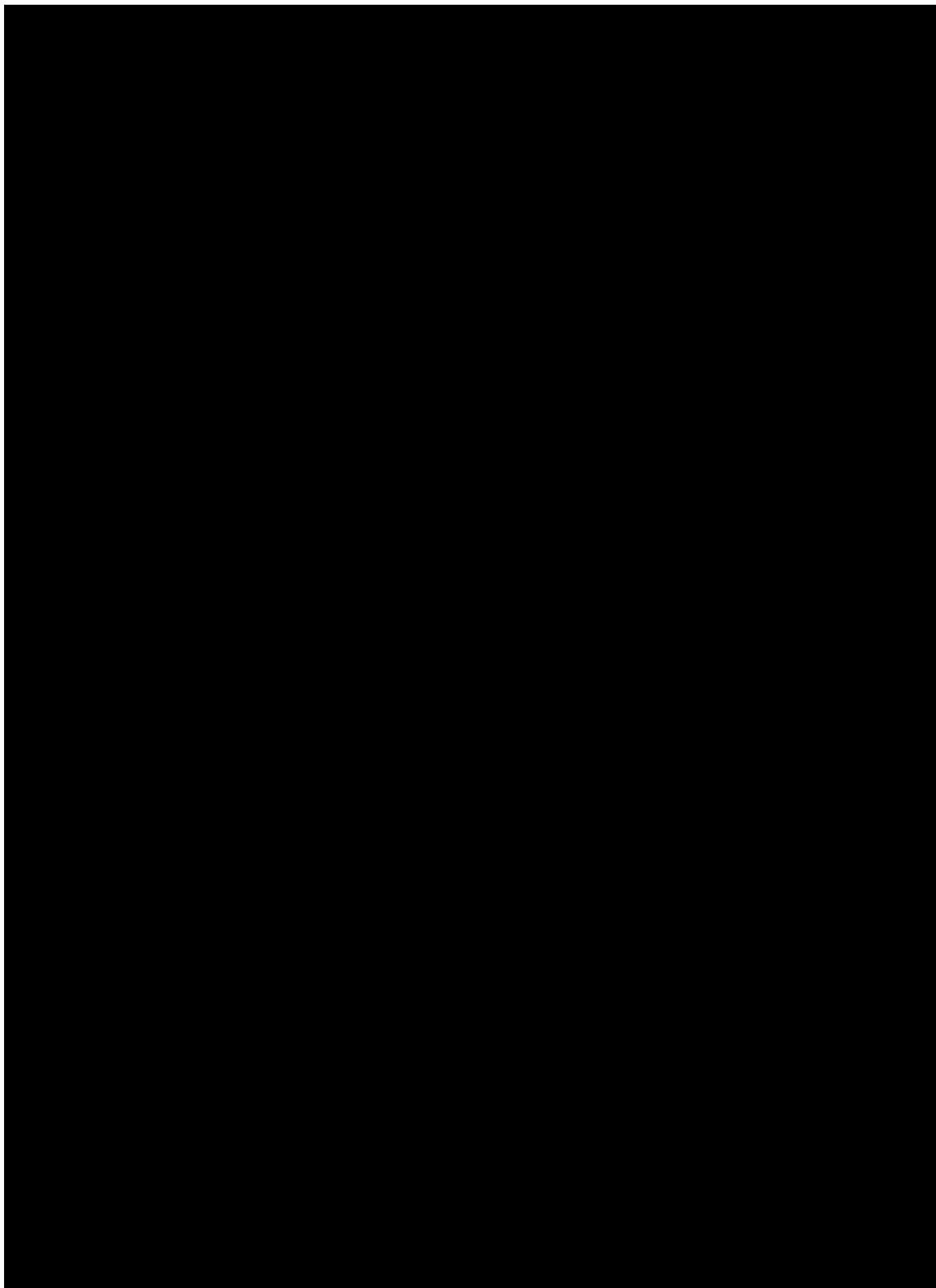
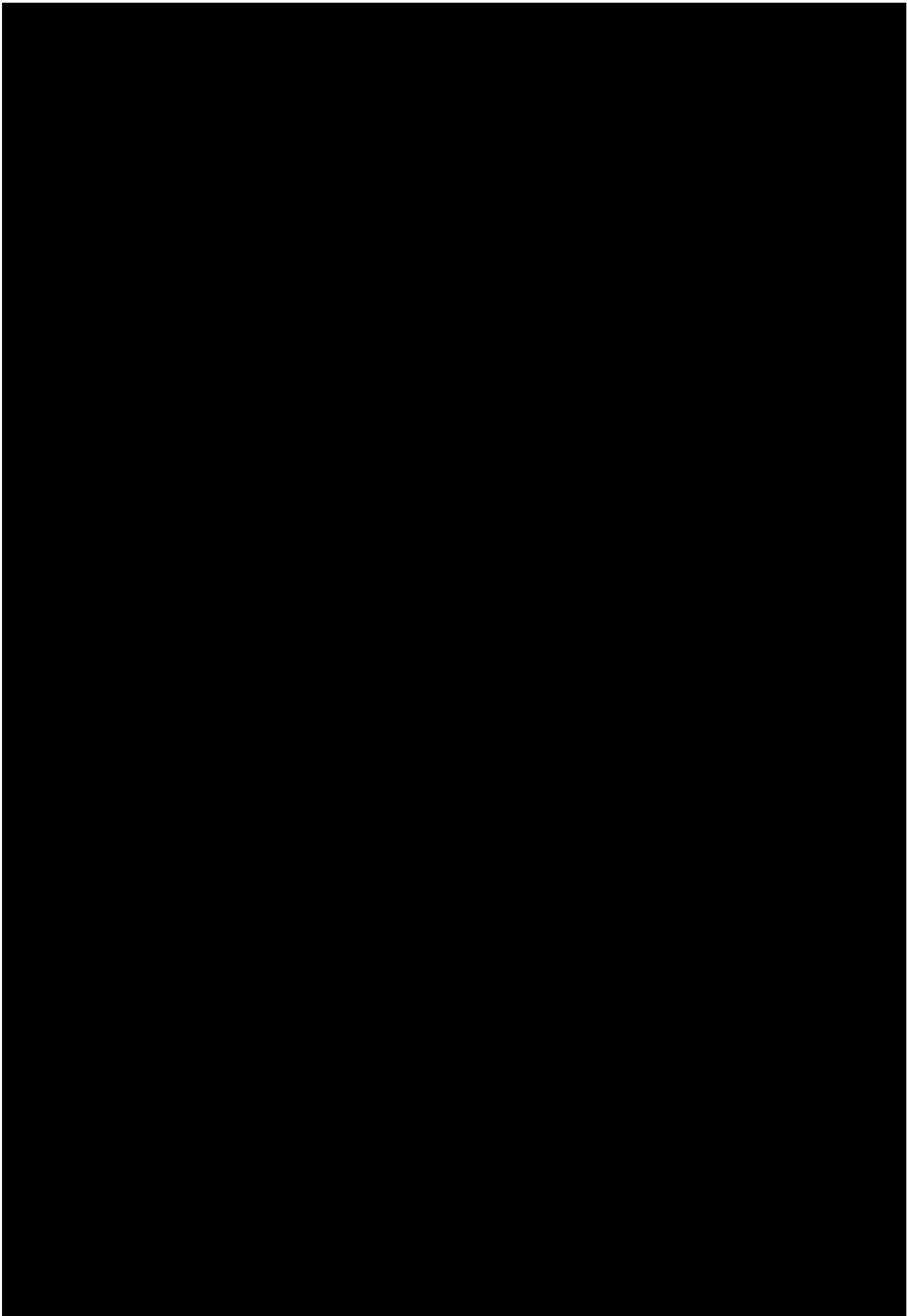


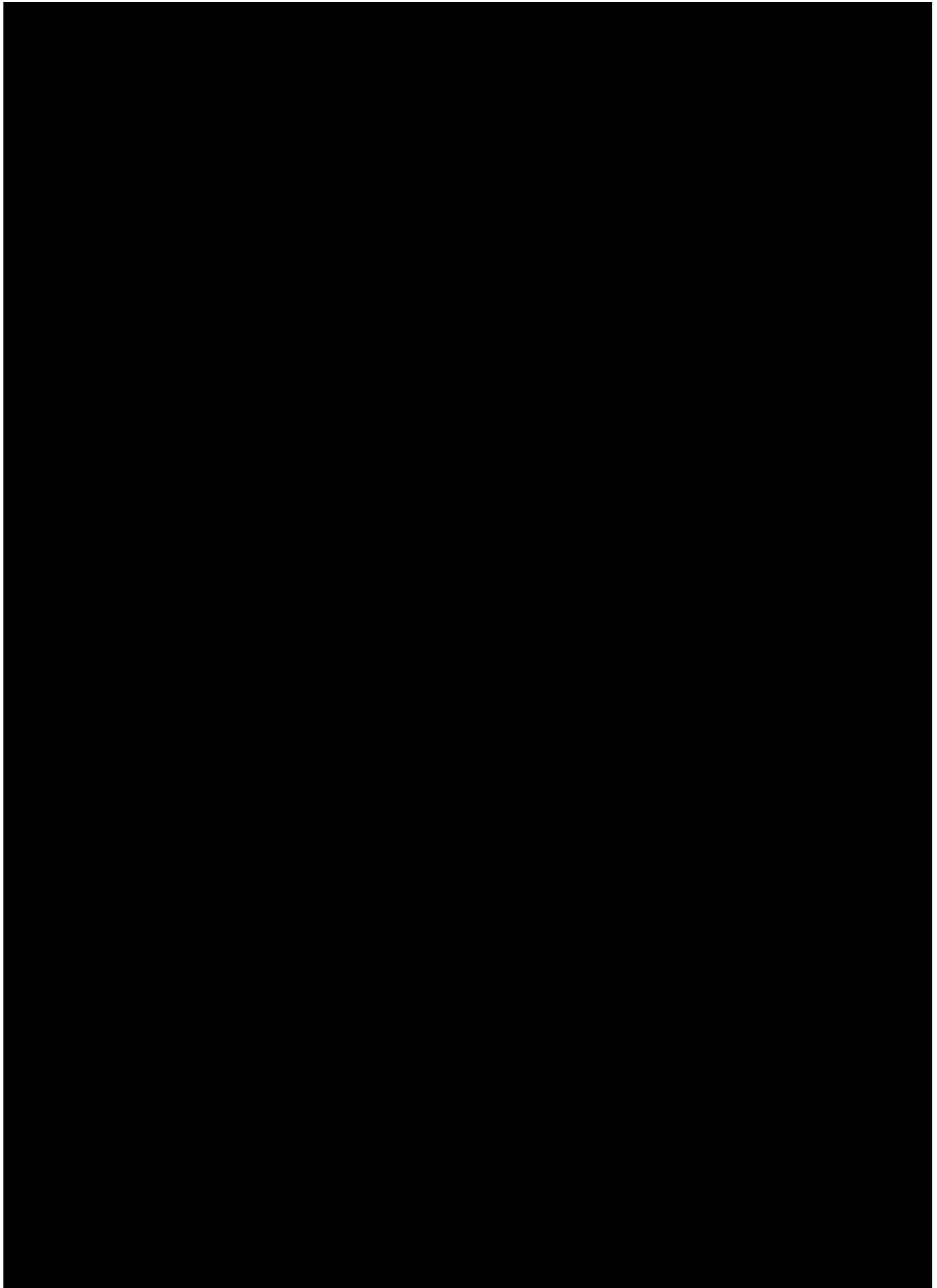
Exhibit 2

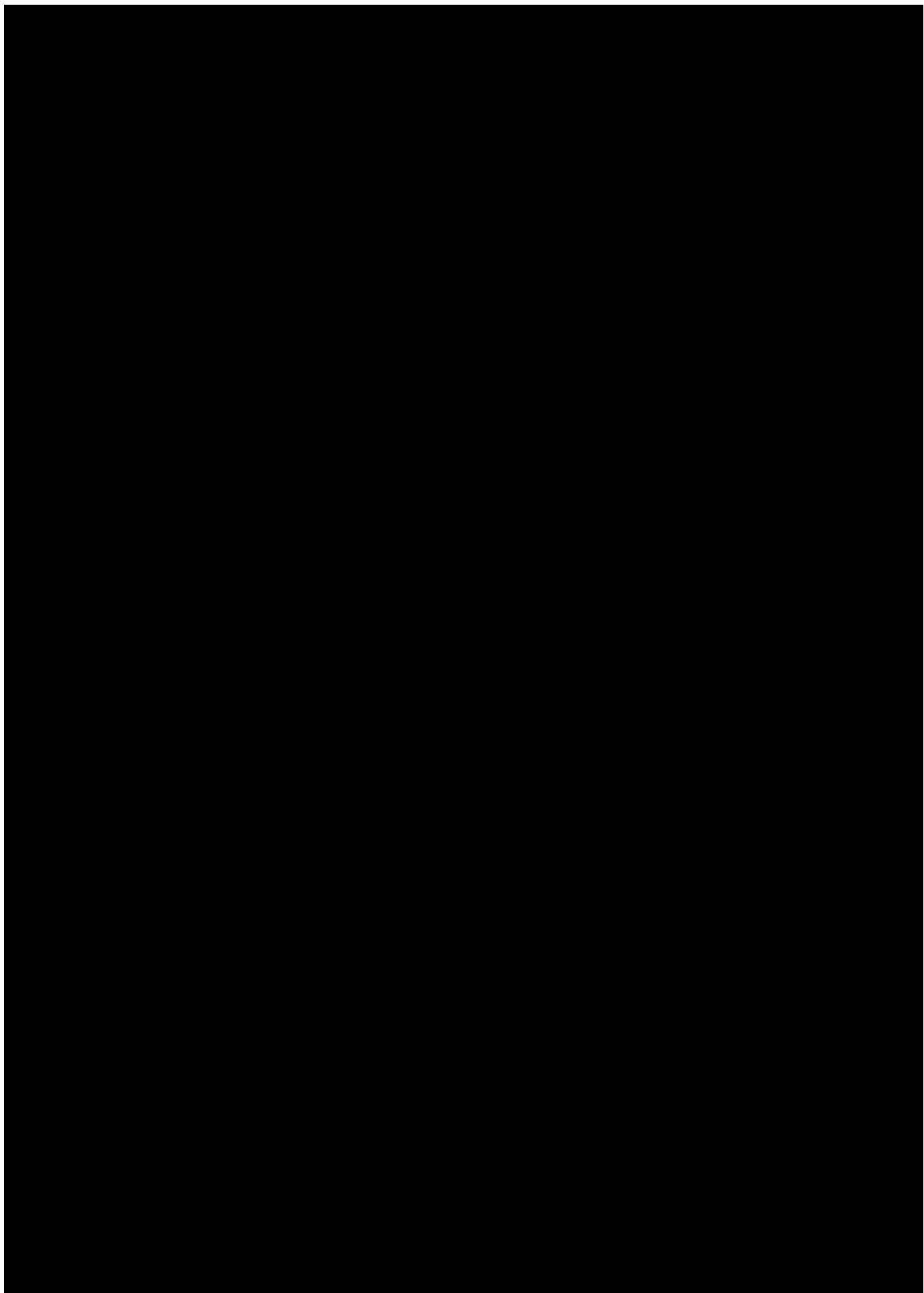
Services Specifications for Hosting Services

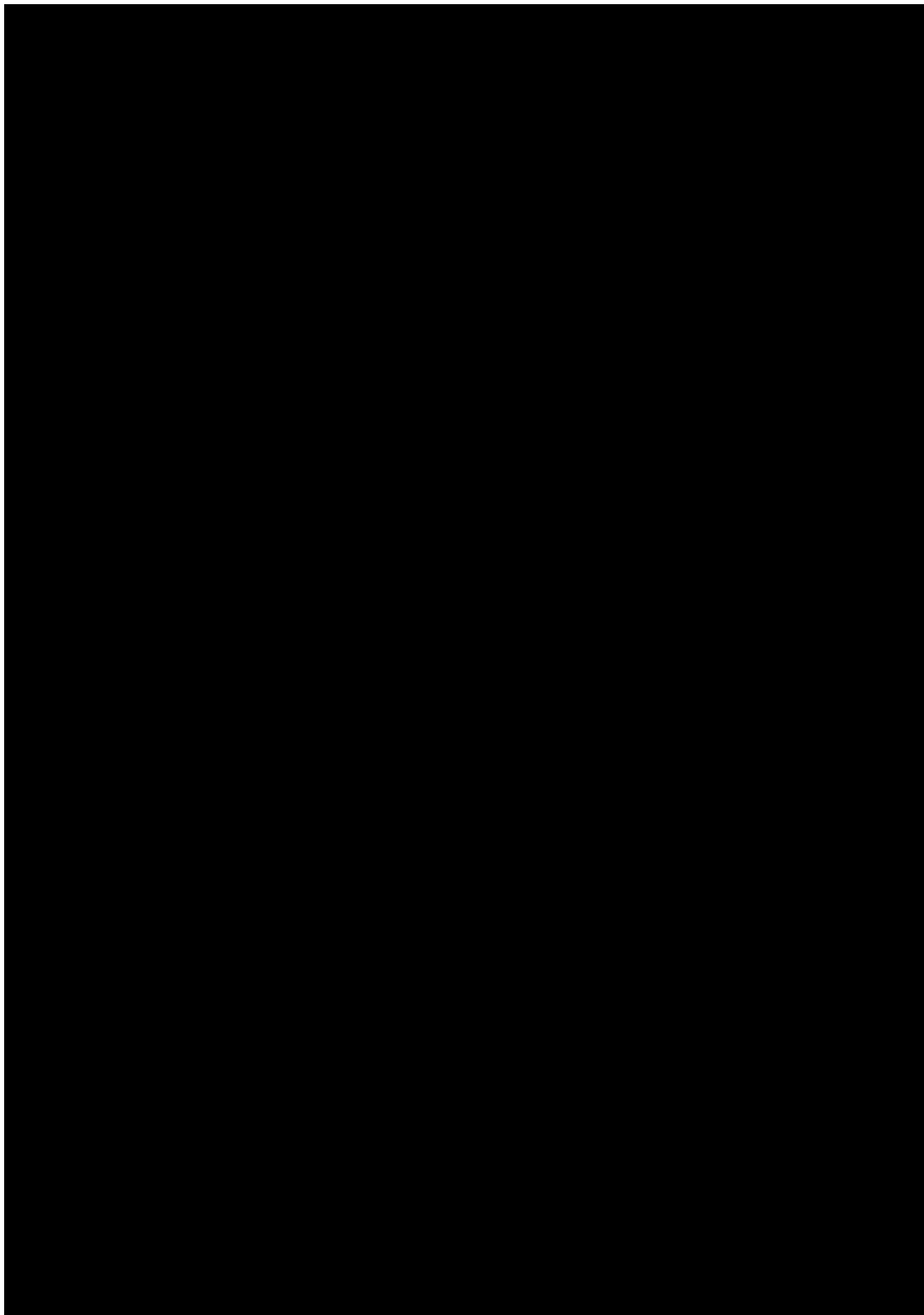


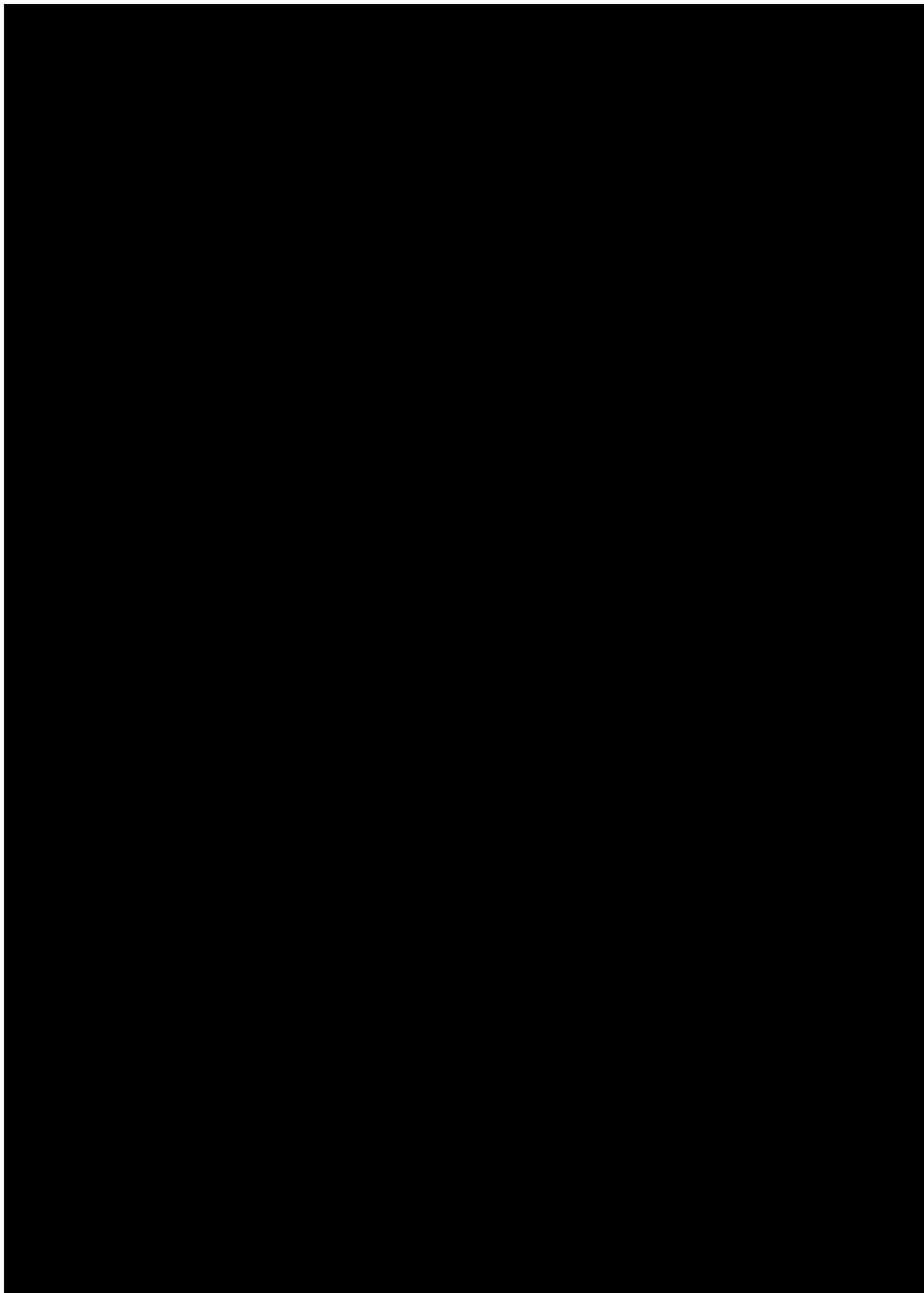












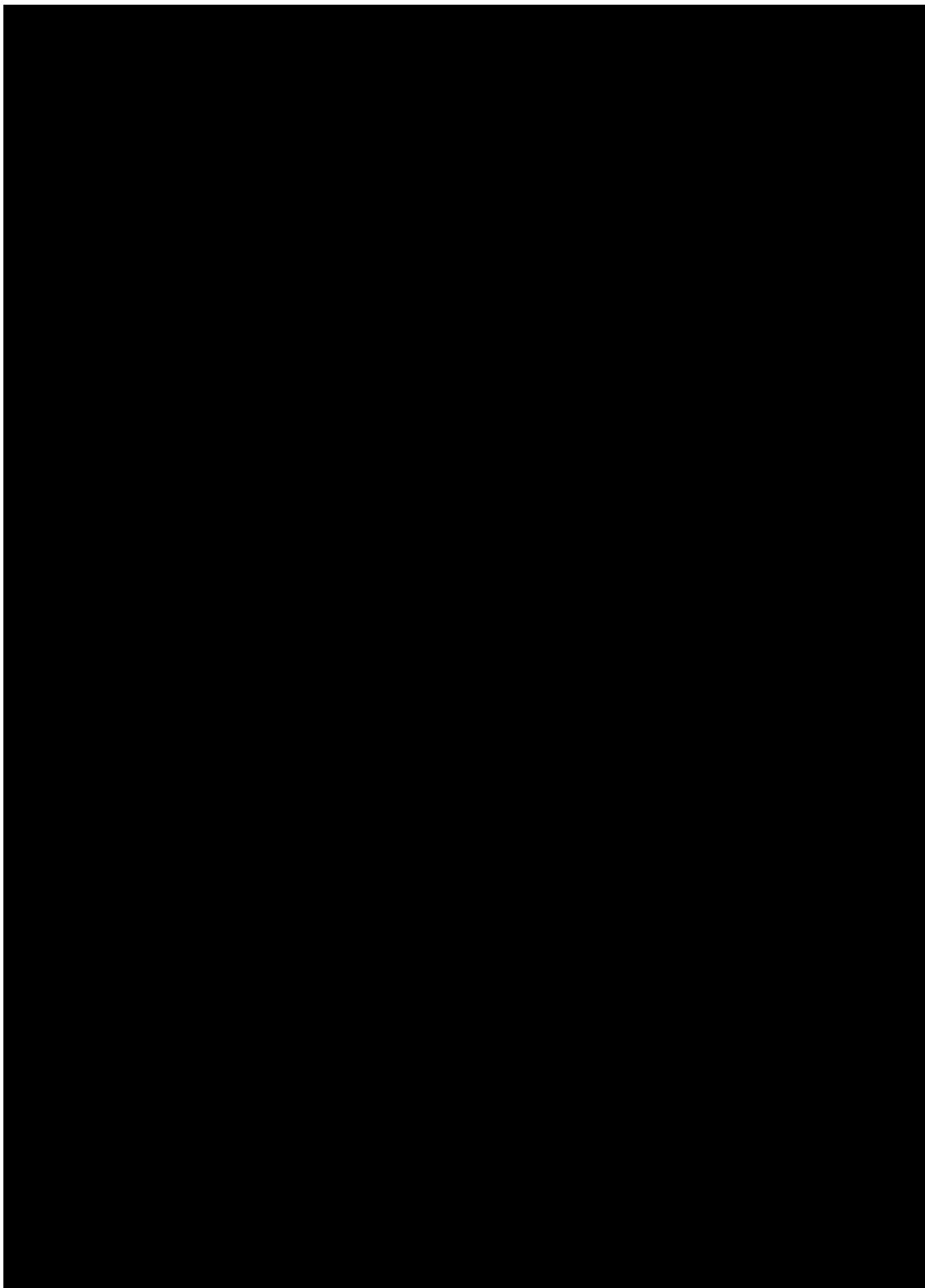
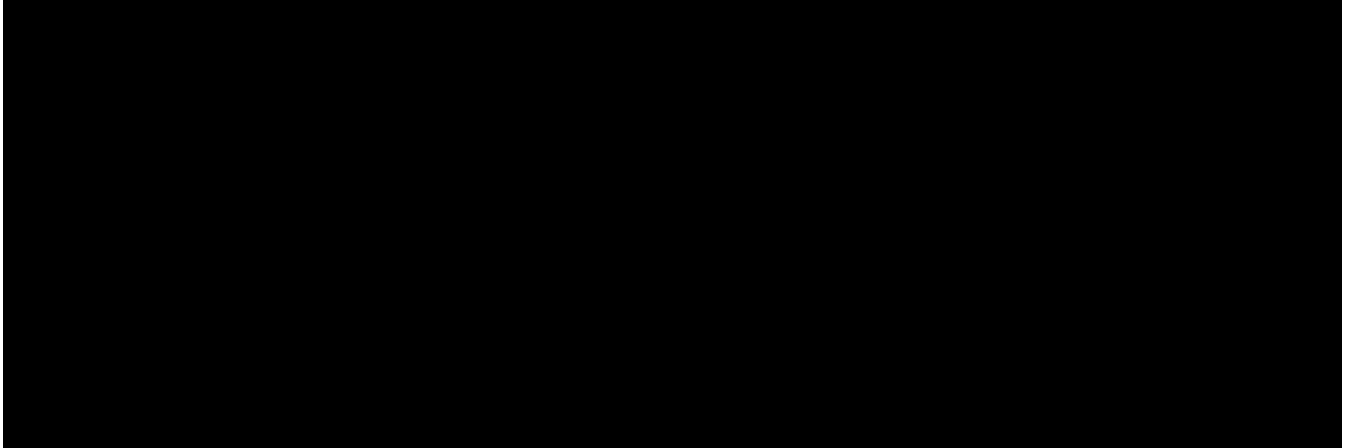


Exhibit 5

Technical Support for Hosting Services

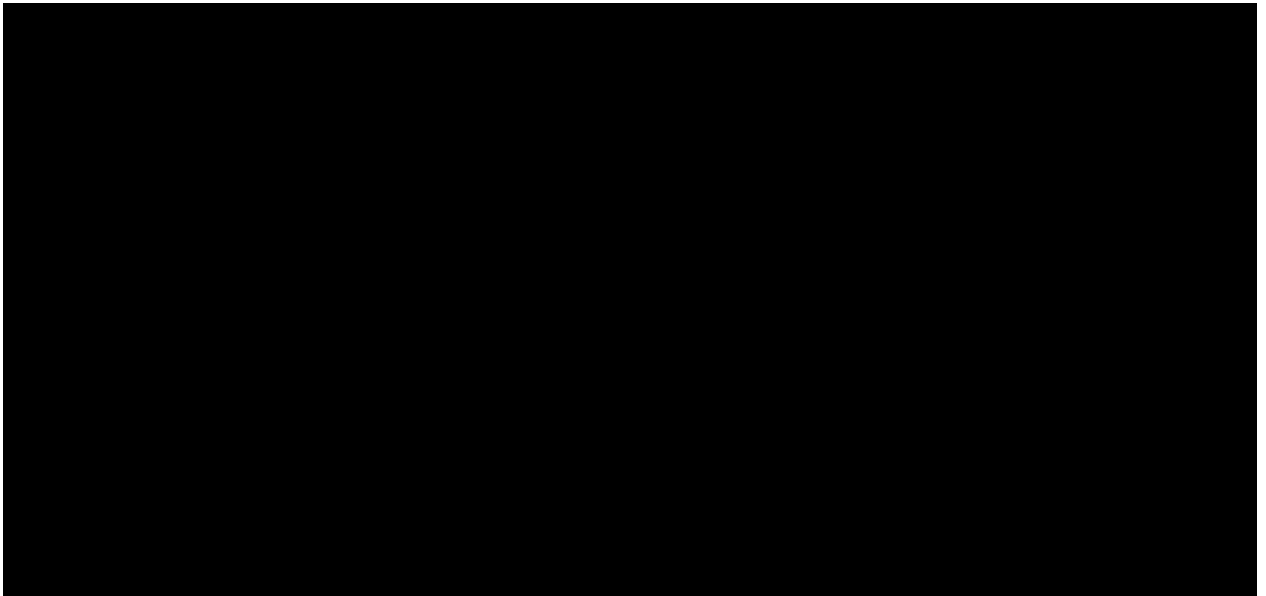
1. TECHNICAL SUPPORT

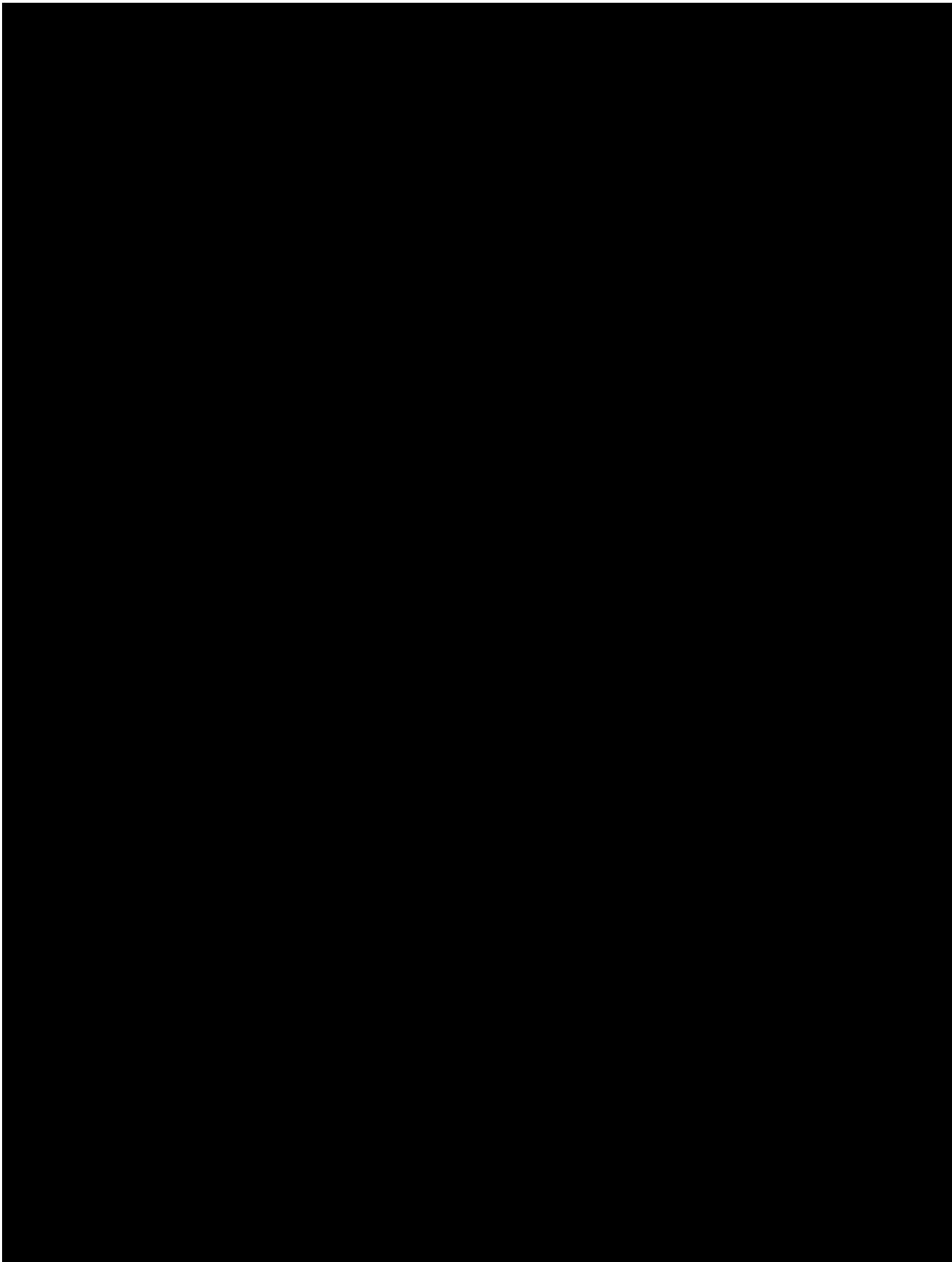


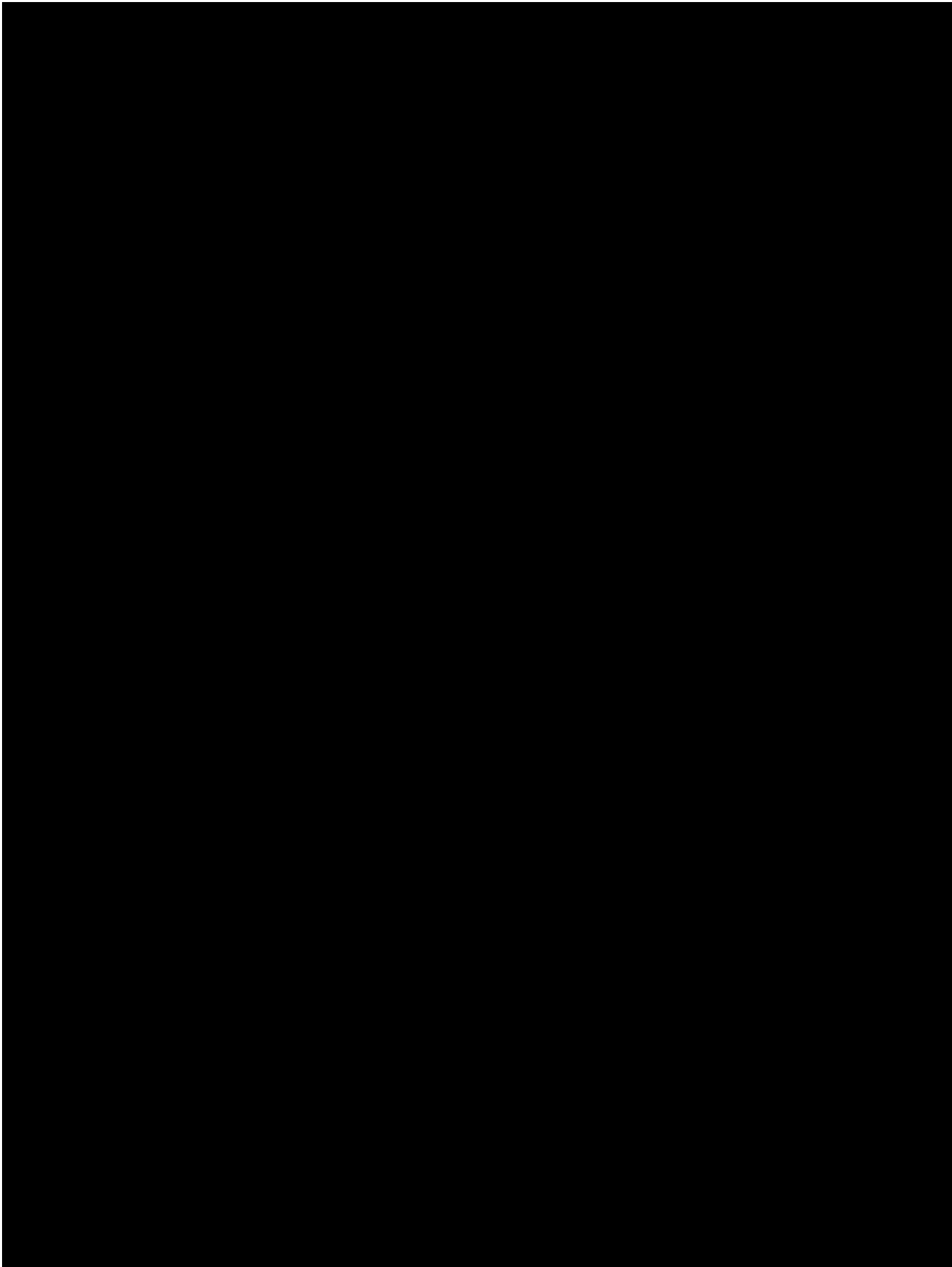
- b. **Application Updates; Supported Versions.** Epic will work with You to establish a regular maintenance window for Your Hosting Services related software updates (e.g., the Program Property, software components of the Hosting Services). Epic will perform the installation of Updates to the Program Property in Your Production Environment following the completion of Your internal testing. If Epic identifies a potential security risk to Epic's hosting operations, You agree to cooperate with Epic to promptly test and install any Updates to the Program Property and implement any related configuration or operational changes requested by Epic to mitigate such risk. [REDACTED]

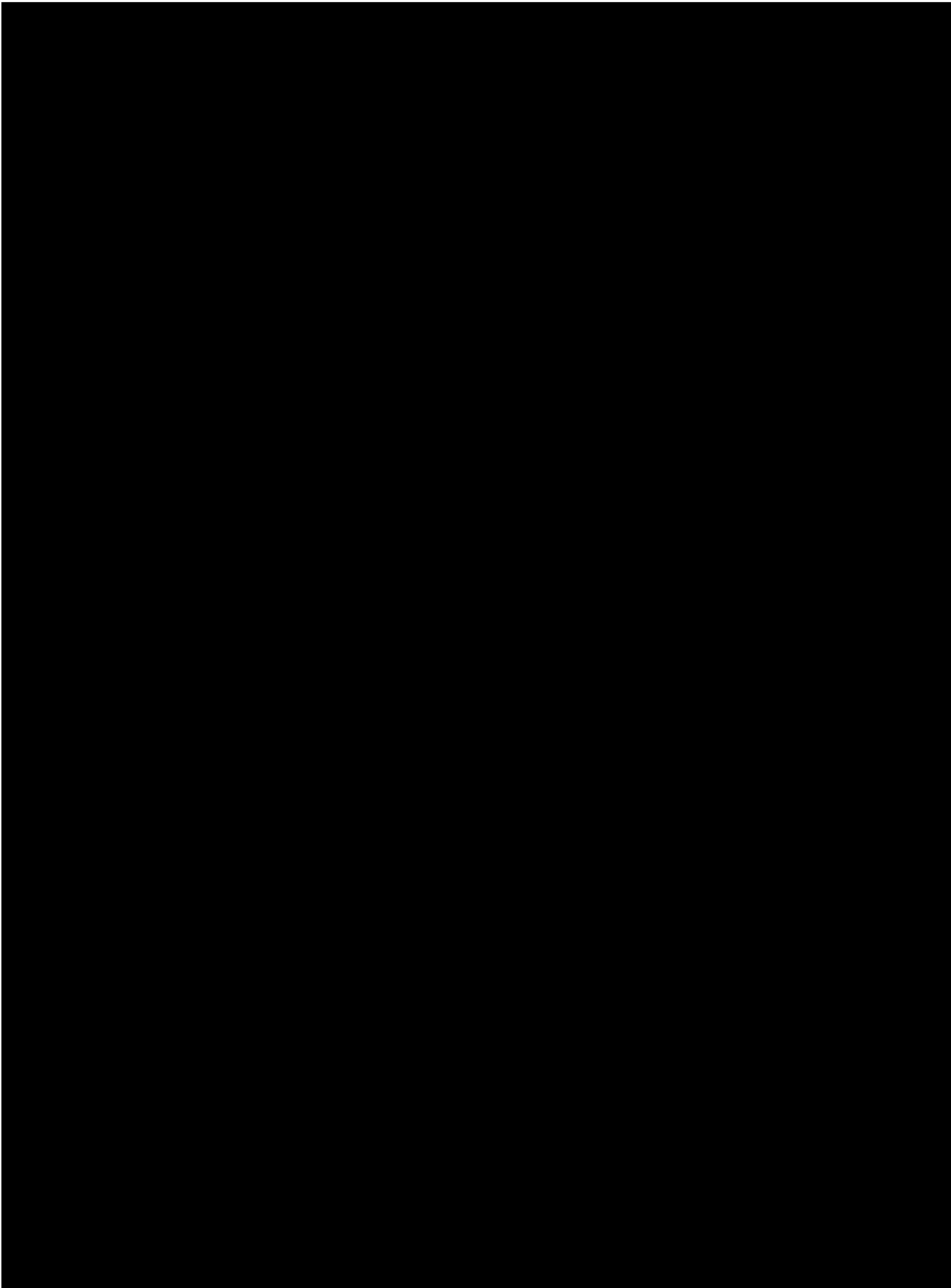


- c. **Operational Hosting Services Support.** Epic provides telephone consultation and assistance support to You through its Hosting Services technical support staff at any time, 24 hours per day and 7 days per week.









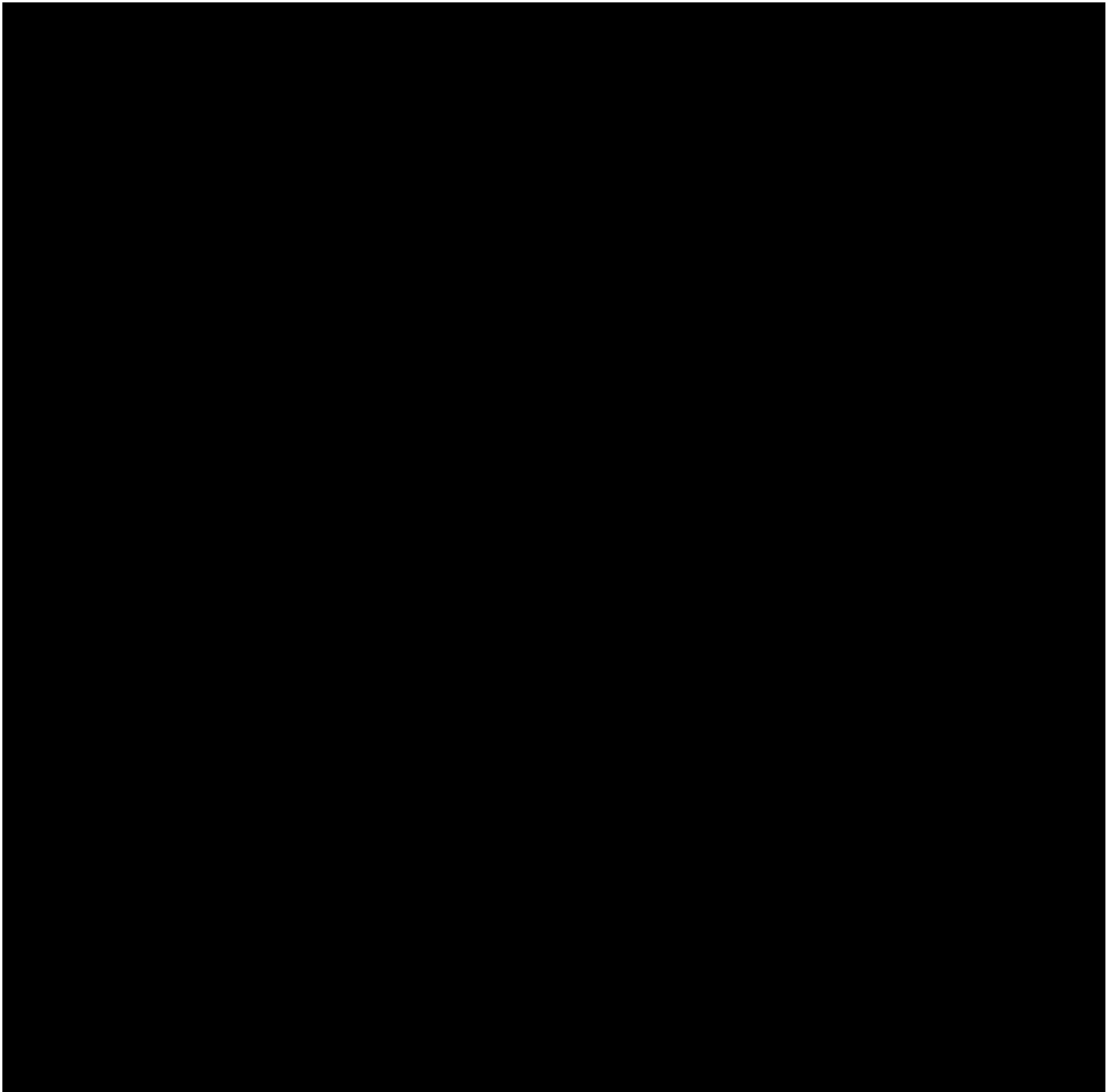
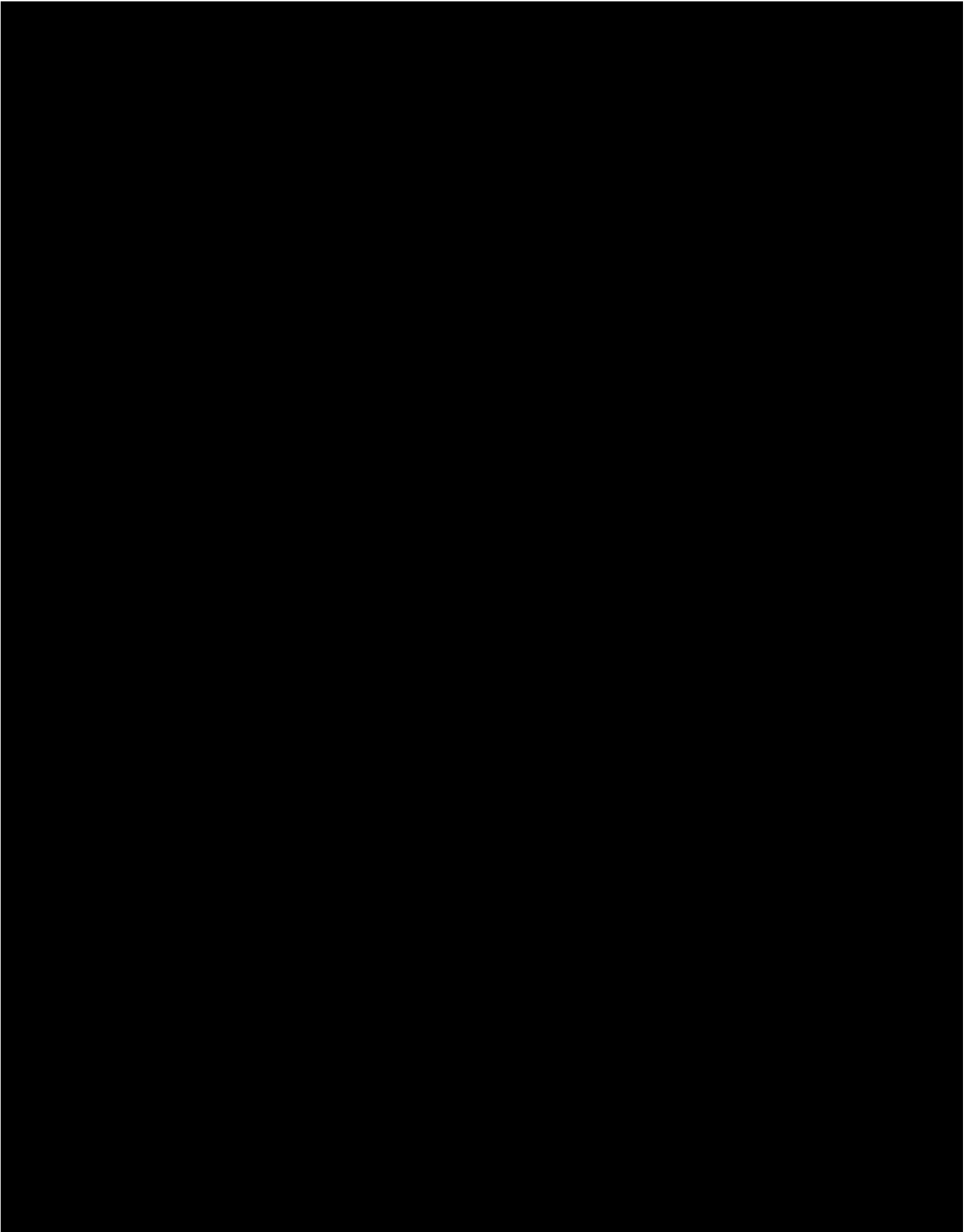
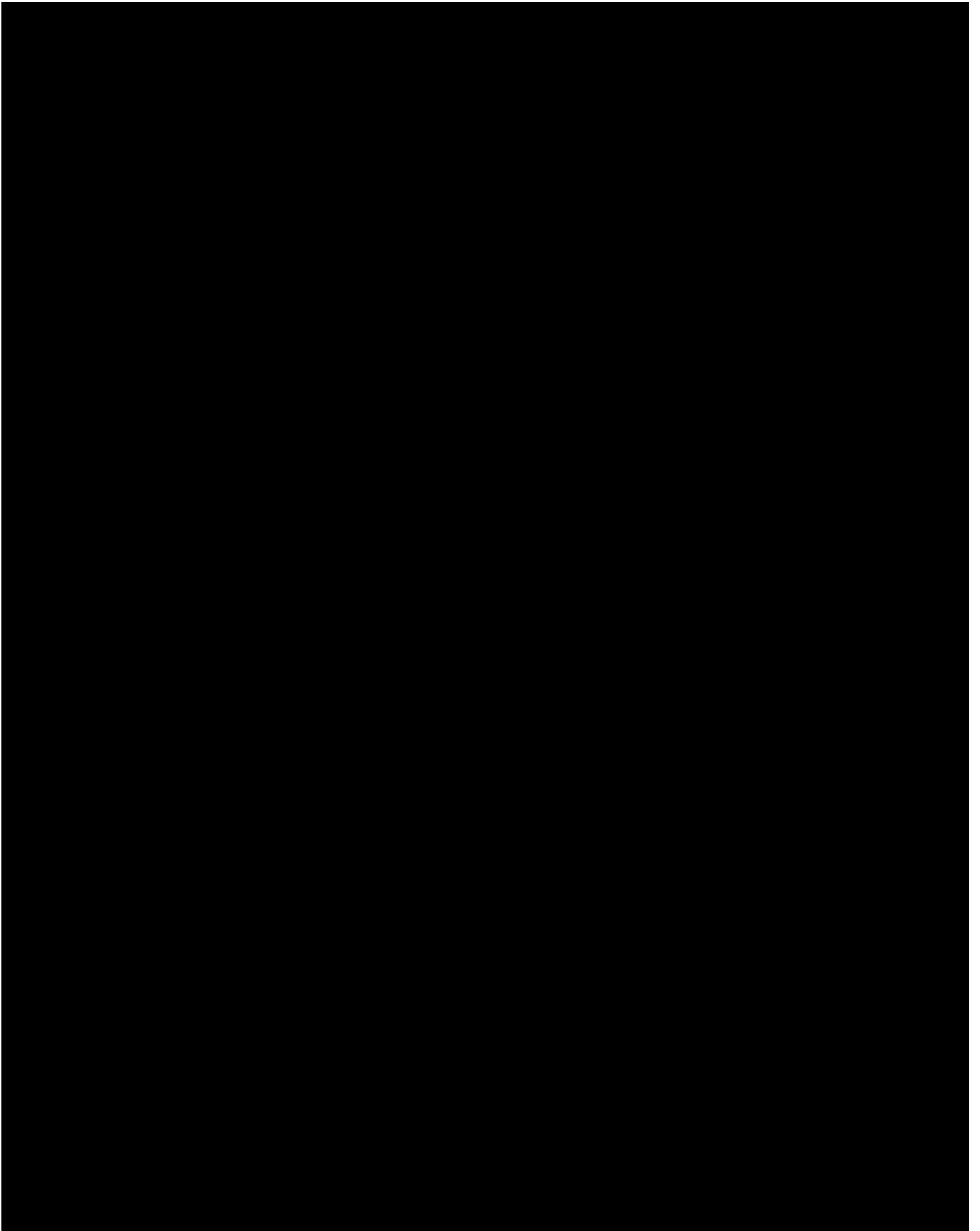


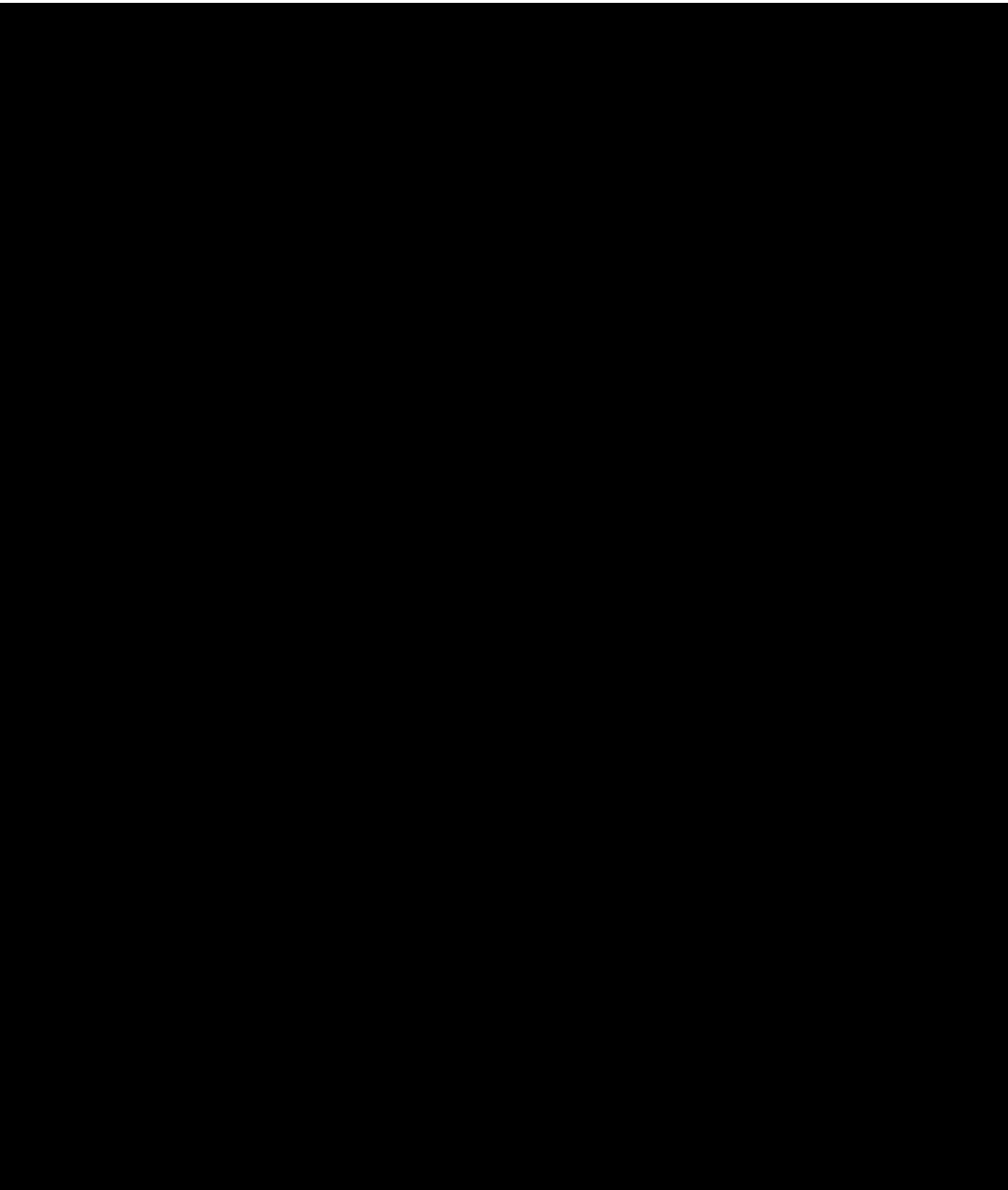
Exhibit 6

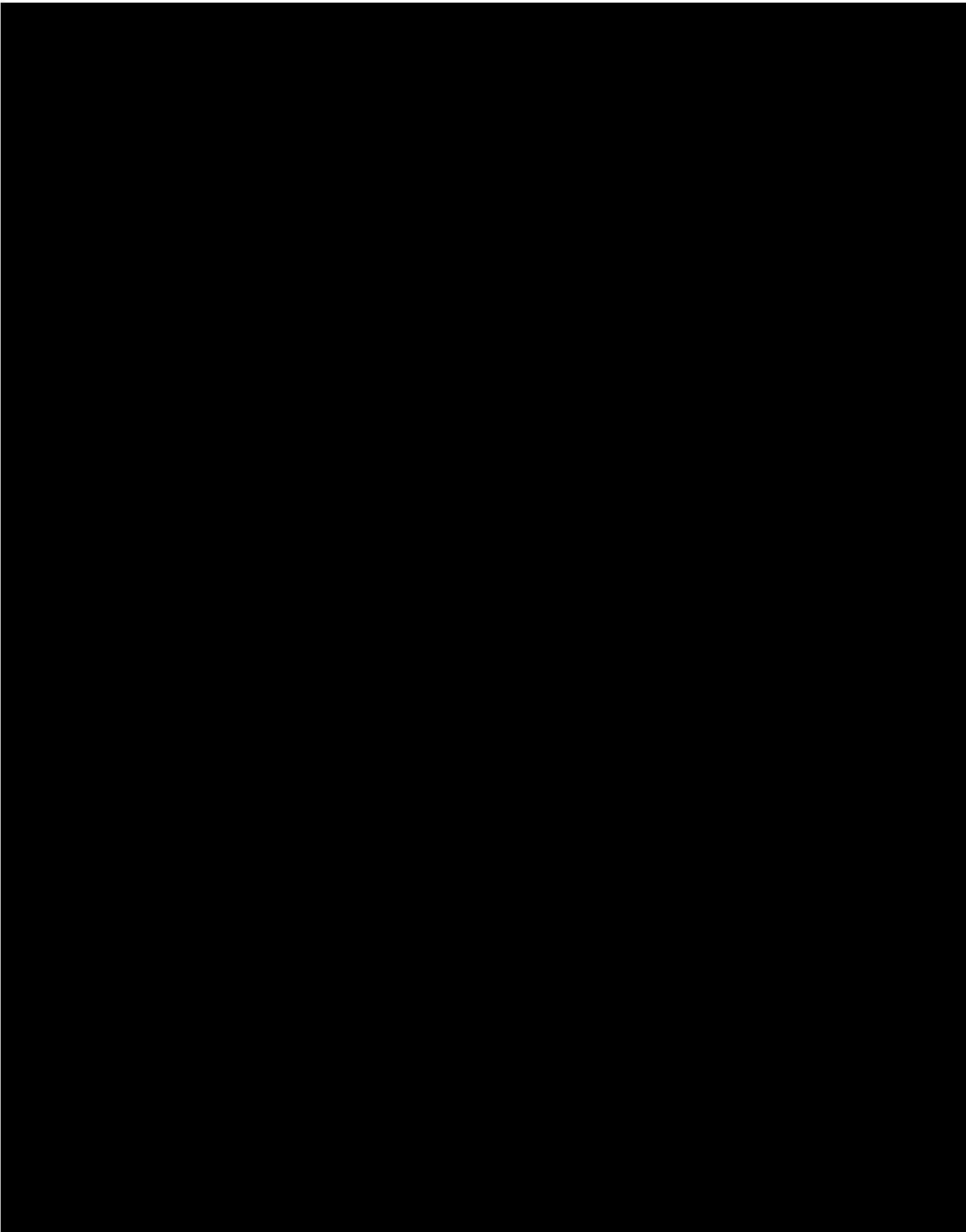


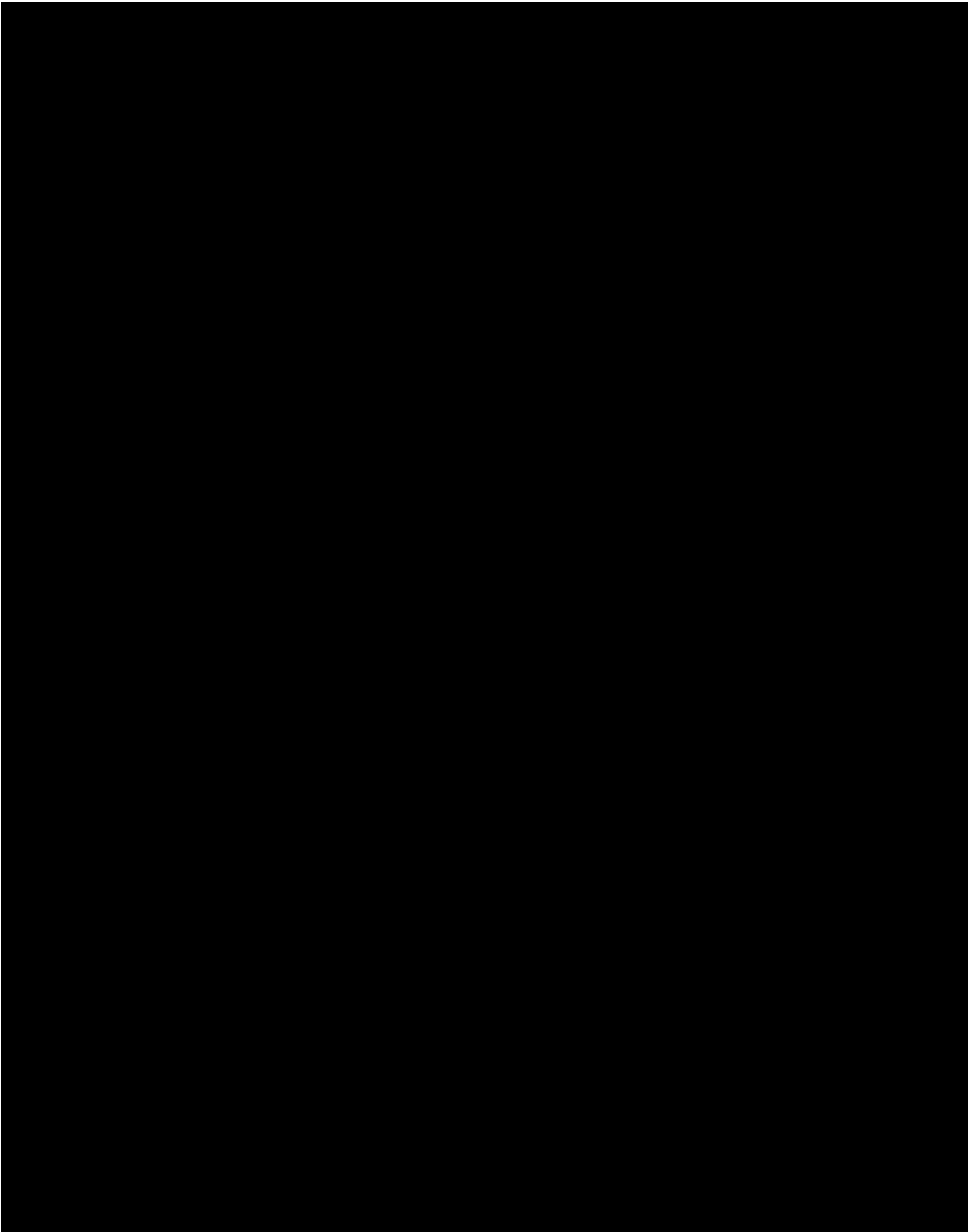


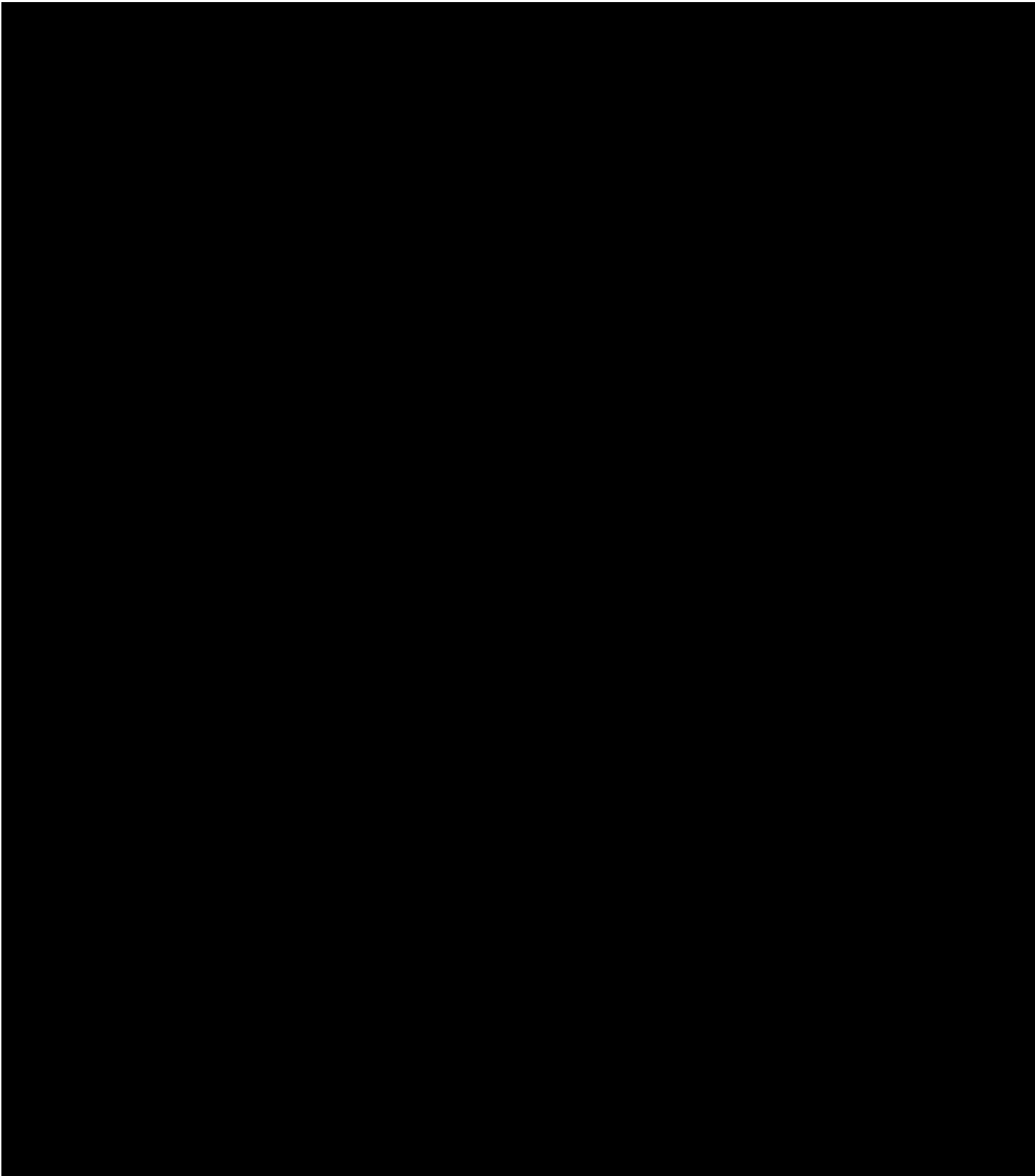


Epic Hosting Information Security Practices









Your Organization's Responsibilities for Information Security

